

COPY

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 13 DOLARIAN CAPITAL, INC.

FILED
 11 APR -8 PM 12:33
 CLERK U.S. DISTRICT COURT
 CENTRAL DIST. OF CALIF.
 LOS ANGELES

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA
 16 WESTERN DISTRICT

17 DOLARIAN CAPITAL, INC.

18 Plaintiff,

19 v.

20 GENERAL DEFENSE CORP.; DOES 1 -
 21 10

22 Defendant.

CASE NO.

CV11-02981 (JCG)

COMPLAINT AND JURY
 DEMAND

1. BREACH OF CONTRACT
2. MONEY HAD AND RECEIVED
3. CONVERSION

23 Plaintiff Dolarian Capital, Inc. ("Dolarian"), by its attorneys VENABLE
 24 LLP, brings this action for damages under the law of the State of California against
 25 defendant General Defense Corp. ("GDC"), and alleges as follows:

26 **I. JURISDICTION AND VENUE**

27 1. The Court has jurisdiction over this action pursuant to 28 U.S.C. §§
 28 1332 and 1391. The amount in controversy exceeds the sum of \$75,000 exclusive
 of interest and costs, and the parties are citizens of different states, with plaintiff
 being a citizen of California and defendants being citizens of Florida.

2. Dolarian and GDC ("the Parties") entered into a forum selection

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2100
LOS ANGELES, CA 90067
310-229-9900

1 clause on June 30, 2010, which expressly stated that “Venue for any dispute shall
2 be Southern California Federal Court, prevailing party entitled to attorneys' fees.”

3 3. Plaintiff Dolarian is a corporation incorporated under the laws of the
4 State of California, and has its principal place of business at 1284 West Shaw
5 Avenue, Suite 102, Fresno, CA 93711, where it is engaged in the business, among
6 others, of the sales and brokerage of defense trade articles and the manufacture of
7 small arms and small arms components.

8 4. Dolarian is registered with the U.S. Department of State, Directorate
9 of Defense Trade Controls, to conduct business as an exporter and broker of
10 defense trade articles. Dolarian is compliant with Section 38 of the Arms Export
11 Control Act of 1976 (“AECA”) and the implementing regulations, the International
12 Traffic in Arms Regulations (“ITAR”), 22 C.F.R. 120 *et seq.* Dolarian works
13 within the provisions of AECA and ITAR while conducting its everyday business
14 operations.

15 5. Dolarian is a supplier to the United States Government’s Nation
16 Building Reconstruction and Stabilization efforts in Afghanistan and Iraq and it
17 supplies weapons, ammunition and matériel to the Afghan Ministry of Defense
18 under the supervision and approval of the United States Government.

19 6. Defendant GDC is a corporation incorporated under the laws of the
20 State of Florida, and has its principal place of business at 2300 East Las Olas
21 Boulevard, Fort Lauderdale, FL 33301. GDC holds itself out as a “leading
22 supplier of former Soviet Union (Warsaw Pact) defense-related equipment,” with
23 exclusive or semi-exclusive rights to certain arms-related products in various
24 markets.

25 7. GDC is among the world’s largest military procurement companies,
26 According to its public website, www.generaldefense.com, “General Defense Corp
27 [*sic*] is a leader in mission-critical procurement support for air, land, and sea-based
28 combat services, as well as armaments and munitions. It is headquartered in Fort

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Lauderdale, Florida and has international offices in Madrid, Spain and Bucharest, Romania. General Defense specializes in defense and aviation related systems integration and procurement services for the U.S. Government, the armed forces of allied nations, and for law enforcement and security services throughout the world.”

8. At all relevant times, GDC’s registered agent was HCRM Corp., whose address is 2200 N.W. Corporate Boulevard, Suite 401, Boca Raton, FL 33431.

9. All conditions precedent to the bringing of this action have occurred, have been met, or were waived.

10. Dolarian does not presently know the true names and capacities of defendants sued herein as Does 1 through 10, inclusive, and therefore sues those defendants by such fictitious names. Dolarian will seek leave of court to amend this complaint to allege their true names and capacities when they have been ascertained. Dolarian is informed and believes and thereupon alleges, that each of said fictitiously named defendants, has an interest in the dispute alleged herein, and is responsible in some manner for the occurrences herein alleged, and that Dolarian’s damages as herein alleged, were proximately caused by the acts and/or omissions of each of them.

11. At all times mentioned herein, each defendant was the agent, employee, predecessor, successor, obligor, obligee, indemnitor, indemnitee, subrogor, subrogee, of each and all of the other defendants and was acting within the course and scope of such agency and employment.

II. GENERAL ALLEGATIONS COMMON TO ALL COUNTS

A. Dolarian Enters into Three Separate Contracts with General Defense Corp. to Purchase Defense-Related Articles from Romania Under Certain Terms and Conditions

12. GDC quoted Dolarian prices for the sale and delivery of weapons and

ammunition.

13. The weapons and ammunition being procured by Dolarian were to be subsequently supplied to the Afghanistan Ministry of Defense pursuant to a U.S. government contract.

14. In 2010, Dolarian and GDC entered into contracts with one another under which GDC agreed to provide Dolarian with weapons and accessories under certain terms.

15. Their practice was that Dolarian would issue a purchase order or written contract which GDC would accept, and then GDC would invoice Dolarian for amounts owed.

16. Once GDC invoiced Dolarian, Dolarian, as the buyer, was required to pay significant prepayments and deposits and to make full payment prior to GDC's final delivery of the purchased equipment.

17. On June 29, 2010, Dolarian and GDC entered into a **Purchase Order/Contract No. 41**, a copy of which is attached hereto as Exhibit "A," which required GDC to provide Dolarian with certain weapons and accessories for the total aggregate price of \$396,475.

18. On June 30, 2010, Mr. Ara G. Dolarian, President of Dolarian, prepared and sent a Letter of Intent ("LOI") to GDC president Carlos Davidov summarizing the terms applicable to Dolarian's purchases from GDC, and expressing Dolarian's intent to purchase the weapons and accessories already set forth in Purchase Order/Contract No. 41, as expressed in two separate offers already made by GDC (Nos. DCI20100625-A1 and DP20100624-01). A copy of the Letter, signed by GDC President Carlos Davidov and bearing GDC's official seal, is attached hereto as Exhibit "B."

19. Among other terms and conditions, the Letter of Intent set forth the terms of payment as follows:

Payment. DCI will make a refundable earnest money deposit of

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LOS ANGELES, CA 90067
310-229-9900

1 fifteen percent (15%) and upon the satisfactory inspection of the
2 weapons DCI will increase the deposit an additional fifteen percent
3 (15%) to thirty percent (30%) in exchange that day for each of the
4 weapon serial numbers. If the weapons and accessories are not
5 Category 1 (new in box) [GDC] will return the earnest money deposit
6 in whole within five (5) business days of inspection.

7 20. The Letter of Intent also specifically required GDC to provide a
8 Romanian Export License which GDC was to obtain from the Romanian Ministry
9 of Foreign Affairs, Department for Export Controls (a.k.a., "ANCEX"), which
10 Dolarian required before it could legally transfer those weapons from their place of
11 pick up, Romania, to their final destination in Afghanistan:

12 Dolarian Capital, Inc. will pay the balance in full upon receiving a
13 Romanian Export License for the weapons to be imported to U.S. DoS
14 [Department of State] End User Certificate. Your Company to
15 provide Export License within 30 days of submission of a complete
16 application.

17 21. On July 3, 2010, GDC sent Dolarian an invoice for payment of
18 \$59,471, representing the initial 15% of the purchase price for Purchase
19 Order/Contract No. 41. Dolarian paid this amount on July 6, 2010.

20 22. On August 20, 2010, GDC sent Dolarian an invoice for a second
21 payment of \$59,471, representing an additional 15% of the purchase price for
22 Purchase Order/Contract No. 41. Dolarian paid this amount on August 19, 2010.

23 23. On September 7, 2010, Dolarian and GDC entered into a second
24 contract, **Purchase Order/Contract No. 1257**, a copy of which is attached hereto
25 as Exhibit "C," under which GDC agreed to provide Dolarian with certain weapons
26 and accessories for the total aggregate price of \$793,175. The Parties both
27 understood that this agreement was subject to the same export license requirements
28 set forth in the June 30, 2010 LOI.

1 24. The very same day, on September 7, 2010, GDC sent Dolarian an
2 invoice for payment of \$237,952, representing the initial 30% of the purchase price
3 for Purchase Order/Contract No. 1257. Dolarian paid this amount on
4 September 10, 2010.

5 25. On December 22, 2010, GDC sent Dolarian an invoice for payment of
6 \$385,000 for Purchase Order/Contract No. 1257. Dolarian paid this amount on
7 December 22, 2010.

8 26. On October 14, 2010, Dolarian and GDC entered into a third contract,
9 **Purchase Order/Contract No. 1262**, a copy of which is attached hereto as Exhibit
10 "D," under which GDC agreed to provide Dolarian with certain weapons and
11 accessories for the total aggregate price of \$654,432.

12 27. On October 14, 2010, GDC sent Dolarian an invoice for payment of
13 \$327,216 for Purchase Order/Contract No. 1262, exactly fifty percent (50%) of the
14 total purchase price. Dolarian paid this amount on October 15, 2010.

15 28. In total, Dolarian paid GDC \$1,069,110 in connection with the three
16 foregoing purchase orders, exclusive of interest and costs.

17 **B. GDC Breaches Agreement by Failing to Obtain Romanian Export**
18 **License for the Defense Trade Articles**

19 29. In or around January of 2011, Ara Dolarian, President of Dolarian,
20 traveled to Romania to arrange for the export of the defense trade articles it had
21 purchased from GDC. On January 17, 2011, Mr. Dolarian met with the Romanian
22 Export Control (C.N. Romtehnica SA). During this meeting it was brought to Mr.
23 Dolarian's attention that the export license presented to Dolarian by GDC was in
24 fact counterfeit and Export Control would not accept this document. As a result of
25 the fraudulent export license, the defense trade articles Dolarian had purchased
26 could not be legally exported and had no value.

27 30. Despite GDC's express promise to provide a proper Romanian Export
28 License for the weapons purchased under the foregoing three contracts, it failed to

1 perform. On December 9, 2010, Dolarian received what purported to be an Export
2 License from GDC. Immediately, Dolarian became suspicious about the
3 authenticity of the putative license. On January 17, 2011, Dolarian came to
4 discover that the license was not genuine.

5 31. In accordance with Romanian export procedures a valid export
6 document must be presented to export control in order to export defense trade
7 articles out of Romania.

8 32. By failing to comply with the express terms of the three contracts,
9 GDC owes Dolarian all deposits and payments it made to GDC.

10 33. Before bringing this action, on January 17, 2011, Dolarian requested
11 that GDC return the sum of \$1,069,110, which represents the deposits and
12 prepayments on Purchase Order/Contract Nos. 41, 1257 and 1262.

13 34. Despite demand, GDC failed and refused to return the money.

14 **COUNT I – BREACH OF CONTRACT**

15 **(Against GDC and Does 1 through 10)**

16 35. Plaintiff Dolarian incorporates by reference all of the foregoing
17 allegations in Paragraphs 1-34 as if fully set forth herein.

18 36. On June 29, 2010, Dolarian and GDC entered into a written contract
19 pursuant to which GDC agreed to deliver specified weapons and accessories in
20 exchange for payment as reflected in an LOI signed by GDC President Carlos
21 Davidov. Exhibit “A” and “B.”

22 37. In its Letter of Intent, GDC represented and warranted that it would
23 obtain a valid Romanian export license for the weapons to be imported to the
24 United States.

25 38. Dolarian and GDC entered into two additional contracts for the
26 purchase of weapons and accessories on September 7, 2010 and October 14, 2010,
27 which, except as otherwise agreed, incorporated the terms and conditions as the
28 June 29, 2010 contract and the parties’ prior course of performance, including, in

particular, the requirement that GDC obtain a valid Romanian export license.

39. Dolarian has fully performed all conditions, covenants and promises required on its part to be performed under Purchase Order/Contract Nos. 41, 1257 and 1262.

40. GDC has failed and refused to perform its obligations under the contracts, including, but not limited to, failing to deliver to Dolarian a proper Romanian export license. Dolarian has made a demand on defendant for performance or return of their payment and GDC has refused either to provide the export license or to return Dolarian's payments.

41. As a direct and proximate result of GDC's breach of contract, Dolarian has been damaged in an amount to be shown according to proof at trial.

COUNT II – MONEY HAD AND RECEIVED

(Against GDC and Does 1 through 10)

42. Plaintiff Dolarian incorporates by reference all of the foregoing allegations in Paragraphs 1-41 as if fully set forth herein.

43. GDC is indebted to Dolarian in the sum of \$1,069,110 for money had and received by GDC from Dolarian, which has been due and owing since December 2010.

44. On January 17, 2011, Dolarian demanded payment of it from GDC, but no part of it has been paid.

COUNT III – CONVERSION

(Against GDC and Does 1 through 10)

45. Plaintiff Dolarian incorporates by reference all of the foregoing allegations in Paragraphs 1-44 as if fully set forth herein.

46. On or about December 22, 2010, Plaintiff had paid GDC a total of \$1,069,110 in order to purchase weapons and ammunition subject to the terms and conditions set forth in the June 30, 2010 LOI.

47. At all times herein relevant to this complaint, Dolarian has retained its

1 possessory interest in this \$1,069,110 amount.

2 48. On or about January 17, 2011, Dolarian demanded that GDC return
3 the sum of \$1,069,110, which represents the deposits and prepayments on Purchase
4 Order/Contract Nos. 41, 1257 and 1262.

5 49. GDC intentionally prevented Dolarian from gaining rightful access to
6 the remaining portion of this sum by refusing to return it to Dolarian.

7 50. Dolarian has not consented to GDC's conduct.

8 51. GDC's conduct was a substantial factor in causing Dolarian's harm.

9 52. Dolarian has been harmed in the amount of \$1,069,110, plus interest.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff Dolarian prays for judgment as follows:

- 12 1. For damages in an amount to be proven at trial in excess of this
13 Court's jurisdictional minimum;
- 14 2. For prejudgment interest in an amount to be proven at trial;
- 15 3. For costs of suit incurred herein;
- 16 4. For attorneys' fees as provided by law or contract; and
- 17 5. For such other and further relief as the Court may deem just and
18 proper.

19 **PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF ALL**
20 **CAUSES OF ACTION ALLEGED HEREIN**

21
22 DATED: April 7, 2011

VENABLE LLP

23
24 By: 

25 Matthew D. Taggart
26 Attorneys for Plaintiff DOLARIAN
27 CAPITAL, INC.
28

EXHIBIT "A"

Dolarian Capital, Inc.

1284 W. Shaw
Suite #102
Fresno, CA 93711

Purchase Order

Date	P.O. No.
6/29/2010	41

Vendor	Buyer
General Defense Corp Carlos Davidor P.O. Box 30133 Ft. Lauderdale, FL 33303	Dolarian Capital, Inc. 1284 W. Shaw #102 Fresno, Ca 93711

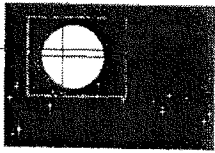
Item	Description	Qty	U/M	Rate	MPN	Amount
AK-47	AK-47 Rifle (includes 4 magazines)	2,290		115.00	10408-00	263,350.00
PK Machine ...	PK Machine Gun, PKM	75		1,775.00	10682-00	133,125.00
	per your conversation with Ara Dolarian wired funds of \$59471.00 will be processed July 6th, 2010					
	Wire instructions: Wachovia Bank Routing: Acct					
				Total		
				\$396,475.00		

SOC
WHP \$9471 76.10

337,003.75 SOC

REDACTED

EXHIBIT "B"



30 June 2010

Carlos Davidov
President
General Defense Corporation
Fort Lauderdale, Florida

Mr. Davidov:

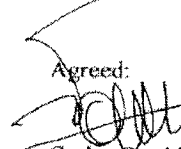
This letter expresses Dolarian Capital, Inc. intent to purchase weapons from you as expressed in two separate offers made by your Company, DCI20100625-A1 and DP20100624-01. Dolarian Capital, Inc. terms and conditions of purchase are as follows:

- Payment, DCI will make an refundable earnest money deposit of fifteen percent (15%), and upon the satisfactory inspection of the weapons DCI will increase the deposit an additional fifteen percent (15%) to thirty percent (30%) in exchange that day for each of the weapon serial numbers. If the weapons and accessory's are not Category 1, (new in box) you will return the earnest money deposit in whole within five (5) business days of inspection.
 - Dolarian Capital, Inc. will pay the balance in full upon receiving a Romanian Export License for the weapons to be Imported to US DoS approved End User Certificate.
 - Your Company to provide Export License with in 30 days of submission of a complete application.
 - Dolarian Capital, Inc. is prepared to set inspection date as early as July 10, 2010.
 - Ex Works your warehouse.
- AK-47, Fixed wooden butt stock, Country of Origin Romania.
 - Kit. Four (4) forty (40) round magazines, one (1) oil can, one (1) bayonet, one (1) magazine pouch, one (1) cleaning kit, and one (1) sling.
 - Price each: US\$115.00
 - Quantity: 2,290
- PKM, Fixed wooden butt stock, Country of Origin Romania.
 - Kit. Each weapon to have one (1) extra barrel, one (1) bi-pod, one (1) bag, four (4) ammunition cans with linked non-disenagrating belts.
 - Price each: US\$1,775.00
 - Quantity: 75
- A confirmed physical business address for General Defense Corporation.
- The value herein based upon the above pricing and quantity is, US\$376,735.00.
- Venue for any dispute shall be Southern California Federal Court, prevailing party entitled to attorney fees.

This letter of intent is valid until the close of business June 30, 2010. If the terms and conditions herein are acceptable I will have a Purchase Order issued immediately and please provide instructions for the earnest money transfer.

Best regards,

Ara G Dolarian
President

Agreed:

Carlos Davidov
President

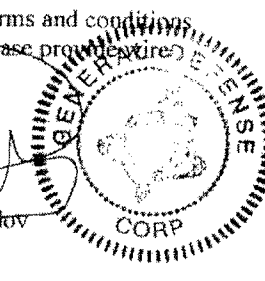


EXHIBIT "C"

Dolarian Capital, Inc.

1284 W. Shaw

Suite #102

Fresno, CA 93711

Purchase Order

Date	P.O. No.
9/7/2010	1257

Vendor	Buyer
General Defense Corp Carlos Davidoz P.O. Box 30133 Ft. Lauderdale, FL 33303	Dolarian Capital, Inc. 1284 W. Shaw #102 Fresno, Ca. 93711

Item	Description	Qty	U/M	Rate	MPN	Amount
AK-47	AK-47 Rifle (fixed stock w/accessories per LOI 6/30/10)	5,000		110.00	10408-00	550,000.00
PK Machine	PK Machine Gun, PKM (includes accessories per LOI 6/30/10)	137		1,775.00	10682-00	243,175.00
terms 30% deposit, balance(70%) 7 days prior to shipping						
<i>True</i>						
Total						\$793,175.00

True Fairmount
Order #237,952 at 10/10
Wife #385,000 12/22/10 Ak-Fairmount

555,223 DVC

EXHIBIT "D"

Dolarian Capital, Inc.

1284 W. Shaw

Suite #102

Fresno, CA 93711

Purchase Order

Date	P.O. No.
10/14/2010	1262

Vendor	RECEIVED 10/14/10
General Defense Corp Carlos Davidov P.O. Box 30133 Ft. Lauderdale, FL 33303	Dolarian Capital, Inc. 1284 W. Shaw #102 Fresno, Ca. 93711

Item	Description	Qty	U/M	Rate	MPN	Amount
PKM 7.62x54R	7.62x54R PKM Machinegun General Purpose Machinegun	363		1,802,84298		654,432.00
				Total		\$654,432.00

turni Pauferment
Wiss #327,216 10/14/10

* 327,216 DUE

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Manuel Real and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

CV11- 2981 R (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

Unless otherwise ordered, the United States District Judge assigned to this case will hear and determine all discovery related motions.

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT
for the
CENTRAL DISTRICT OF CALIFORNIA

DOLARIAN CAPITAL, INC.

Plaintiff

v.

GENERAL DEFENSE CORP.; DOES 1 - 10

Defendant

Civil Action No.

CV11-02981P (JLGX)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

GENERAL DEFENSE CORP.
2300 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Matthew D. Taggart
Venable LLP
2049 Century Park East, Suite 2100
Los Angeles, California 90067

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

APR - 8 2011

Date: _____

CLERK OF COURT

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

COPY UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA CIVIL COVER SHEET																			
I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) DOLARAN CAPITAL, INC.	DEFENDANTS GENERAL DEFENSE CORP.; DOES 1 -10																		
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Venable LLP Matthew D. Taggart 2049 Century Park East, Suite 2100 Los Angeles, California 90067 Telephone: 310.229.9900	Attorneys (If Known) Robert J. Hunt Hunt Cook Riggs Gross & Greenberg 2200 Corporate Boulevard NW Suite 401 Boca Raton, FL 33431																		
II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <td style="width:50%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:30%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input checked="" type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input checked="" type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input checked="" type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														
IV. ORIGIN (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge																			
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ <u>In excess of 75,000.00</u>																			
VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) (1) Breach of Contract; (2) Money Had And Received; and (3) Conversion																			
VII. NATURE OF SUIT (Place an X in one box only.)																			
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 22 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 61 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW 405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609														

CV11-02981

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
- ☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Fresno

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
- ☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Florida

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
- Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Fresno

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

C. SIGNATURE OF ATTORNEY (OR PRO PER)

Matthew D. Maggart

Date April 7, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3 -1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))